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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA—SOUTHERN DIVISION**

18 **BYLT, LLC a California limited**  
19 **liability company,**

20 **Plaintiff,**

21 **v.**

22 **BYLT Performance, LLC a Florida**  
23 **limited liability company, and DOES**  
24 **1-10, inclusive,**

25 **Defendants.**  
26  
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**Case No.: 8:18-cv-02194-JVS-KES**

***[PROPOSED]* STIPULATED  
PROTECTIVE ORDER**

1 1. STATEMENT OF GOOD CAUSE FOR PROTECTIVE ORDER

2 Plaintiff BYLT, LLC and Defendant BYLT Performance, LLC agree  
3 that disclosure and discovery activity in the above-identified action are likely to  
4 involve production of confidential, proprietary, and/or private information for  
5 which special protection from public disclosure and from use for any purpose  
6 other than prosecuting this litigation would be warranted. Such information likely  
7 will include, among other things, sensitive product information, product design  
8 and development materials, strategic decision making information, marketing and  
9 sales information, purchase orders, invoices, and customer and distributor  
10 information (collectively, the “Sensitive Information”).

11 Each Party wishes to ensure that such confidential information shall not  
12 be used for any purpose other than this Action and shall not be made public by a  
13 Party beyond the extent necessary for purposes of this Action. The Parties  
14 therefore seek to facilitate the production and protection of such information. The  
15 Parties acknowledge that this Protective Order does not confer blanket protections  
16 on all disclosures or responses to discovery and that the protection it affords  
17 extends only to the limited information or items that are entitled under the  
18 applicable legal principles to treatment as confidential. The Parties further  
19 acknowledge that this Protective Order creates no entitlement to file confidential  
20 information under seal.

21 Good cause exists to enter the instant Protective Order to protect such  
22 confidential information from public disclosure. The confidential information  
23 includes information that could be used by actual or potential competitors to gain a  
24 competitive advantage in the marketplace.

25 2. DEFINITIONS

26 2.1 Challenging Party: a Party or Non-Party that challenges the designation  
27 of information or items under this Order.  
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1           2.2    “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c).

4           2.3    Counsel: Outside Counsel of Record (as well as their support staff).

5           2.4    Designating Party: a Party or Non-Party that designates information or  
6 items that it produces in disclosures or in responses to discovery as  
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
8 ONLY.”

9           2.5    Disclosure or Discovery Material: all items or information, regardless  
10 of the medium or manner in which it is generated, stored, or maintained (including,  
11 among other things, testimony, transcripts, and tangible things), that are produced  
12 or generated in disclosures or responses to discovery in this matter.

13          2.6    Expert: a person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
15 an expert witness or as a consultant in this Action.

16          2.7    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
17 Information or Items: extremely sensitive “Confidential Information or Items,”  
18 disclosure of which to another Party or Non-Party would create a substantial risk of  
19 serious harm that could not be avoided by less restrictive means. In this case the  
20 parties agree that notwithstanding anything herein to the contrary, the HIGHLY  
21 CONFIDENTIAL – ATTORNEYS EYES ONLY designation shall not be deemed  
22 to include or apply to general sales revenue information, sales amounts or  
23 projections, streams of commerce or the amounts of monthly or annual sales  
24 revenues of the parties from the trademarks or brands involved in this litigation.

25          2.8    House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.  
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1           2.9    Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action and  
5 have appeared in this Action on behalf of that party or are affiliated with a law firm  
6 which has appeared on behalf of that party, and includes support staff.

7           2.11   Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13   Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY.”

19          2.15   Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

### 21       3.       SCOPE

22               The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or  
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
25 compilations of Protected Material; and (3) any testimony, conversations, or  
26 presentations by Parties or their Counsel that might reveal Protected Material.

27               Any use of Protected Material at trial shall be governed by the orders of the  
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1 trial judge. This Order does not govern the use of Protected Material at trial.

#### 2 4. DURATION

3 Even after final disposition of this litigation, the confidentiality obligations  
4 imposed by this Order shall remain in effect until a Designating Party agrees  
5 otherwise in writing or a court order otherwise directs. Final disposition shall be  
6 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
7 with or without prejudice; and (2) final judgment herein after the completion and  
8 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
9 including the time limits for filing any motions or applications for extension of time  
10 pursuant to applicable law.

#### 11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
13 Each Party or Non-Party that designates information or items for protection under  
14 this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. The Designating Party must designate for  
16 protection only those parts of material, documents, items, or oral or written  
17 communications that qualify so that other portions of the material, documents,  
18 items, or communications for which protection is not warranted are not swept  
19 unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber the case development process or to  
23 impose unnecessary expenses and burdens on other parties) may expose the  
24 Designating Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it  
26 designated for protection do not qualify for protection at all or do not qualify for the  
27 level of protection initially asserted, that Designating Party must promptly notify all  
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1 other Parties that it is withdrawing the mistaken designation.

2 5.2 Manner and Timing of Designations. Except as otherwise provided in  
3 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
4 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
5 under this Order must be clearly so designated before the material is disclosed or  
6 produced.

7 Designation in conformity with this Order requires:

8 (a) for information in documentary form(e.g., paper or electronic documents,  
9 but excluding transcripts of depositions or other pretrial or trial proceedings),  
10 that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that  
12 contains protected material. If only a portion or portions of the material on a  
13 page qualifies for protection, the Producing Party also must clearly identify  
14 the protected portion(s) (e.g., by making appropriate markings in the  
15 margins) and must specify, for each portion, the level of protection being  
16 asserted.

17 A Party or Non-Party that makes original documents or materials available  
18 for inspection need not designate them for protection until after the inspecting Party  
19 has indicated which material it would like copied and produced. During the  
20 inspection and before the designation, all of the material made available for  
21 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
22 ONLY.” After the inspecting Party has identified the documents it wants copied  
23 and produced, the Producing Party must determine which documents, or portions  
24 thereof, qualify for protection under this Order. Then, before producing the  
25 specified documents, the Producing Party must affix the appropriate legend  
26 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
27 ONLY”) to each page that contains Protected Material. If only a portion or portions  
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1 of the material on a page qualifies for protection, the Producing Party also must  
2 clearly identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins) and must specify, for each portion, the level of protection  
4 being asserted.

5 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
6 that the Designating Party identify on the record, before the close of the deposition,  
7 hearing, or other proceeding, all protected testimony and specify the level of  
8 protection being asserted. When it is impractical to identify separately each portion  
9 of testimony that is entitled to protection and it appears that substantial portions of  
10 the testimony may qualify for protection, the Designating Party may invoke on the  
11 record (before the deposition, hearing, or other proceeding is concluded) a right to  
12 have up to 21 days from receiving the transcript to identify the specific portions of  
13 the testimony as to which protection is sought and to specify the level of protection  
14 being asserted. Only those portions of the testimony that are appropriately  
15 designated for protection within the 21 days shall be covered by the provisions of  
16 this Stipulated Protective Order. Alternatively, a Designating Party may specify, at  
17 the deposition or up to 21 days after receiving the transcript if that period is  
18 properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL”  
19 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 Parties shall give the other parties notice if they reasonably expect a  
21 deposition, hearing, or other proceeding to include Protected Material so that the  
22 other parties can ensure that only authorized individuals who have signed the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
24 proceedings. The use of a document as an exhibit at a deposition shall not in any  
25 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
26 – ATTORNEYS’ EYES ONLY.”

1 Transcripts containing Protected Material shall have an obvious legend on  
2 the title page that the transcript contains Protected Material, and the title page shall  
3 be followed by a list of all pages (including line numbers as appropriate) that have  
4 been designated as Protected Material and the level of protection being asserted by  
5 the Designating Party. The Designating Party shall inform the court reporter of  
6 these requirements. Any transcript that is prepared before the expiration of a 21-day  
7 period for designation shall be treated during that period as if it had been designated  
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
9 otherwise agreed. After the expiration of that period, the transcript shall be treated  
10 only as actually designated.

11 (c) for information produced in some form other than documentary and for  
12 any other tangible items, that the Producing Party affix in a prominent place on the  
13 exterior of the container or containers in which the information or item is stored the  
14 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
15 EYES ONLY.” If only a portion or portions of the information or item warrant  
16 protection, the Producing Party, to the extent practicable, shall identify the  
17 protected portion(s) and specify the level of protection being asserted.

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing alone, waive  
20 the Designating Party’s right to secure protection under this Order for such  
21 material. Upon timely correction of a designation, the Receiving Party must make  
22 reasonable efforts to assure that the material is treated in accordance with the  
23 provisions of this Order.

## 24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
26 designation of confidentiality at any time that is consistent with the Court’s  
27 Scheduling Order.  
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1           6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37.1 et seq.

3           6.3   The burden of persuasion in any such challenge proceeding shall be on  
4 the Designating Party. Frivolous challenges, and those made for an improper  
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6 parties) may expose the Challenging Party to sanctions. Unless the Designating  
7 Party has waived or withdrawn the confidentiality designation, all parties shall  
8 continue to afford the material in question the level of protection to which it is  
9 entitled under the Producing Party's designation until the Court rules on the  
10 challenge.

## 11   7.ACCESS TO AND USE OF PROTECTED MATERIAL

12           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending, or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of section 13 below (FINAL  
18 DISPOSITION).

19           Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.

22           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:  
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1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
2 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
3 to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the  
5 Receiving Party to whom disclosure is reasonably necessary for this Action and  
6 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (c) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who have signed the  
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this Action and who have  
14 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (g) the author or recipient of a document containing the information or a  
16 custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
18 whom disclosure is reasonably necessary provided: (1) the deposing party requests  
19 that the witness sign the form attached as Exhibit A hereto; and (2) they will not be  
20 permitted to keep any confidential information unless they sign the  
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
22 agreed by the Designating Party or ordered by the court. Pages of transcribed  
23 deposition testimony or exhibits to depositions that reveal Protected Material may  
24 be separately bound by the court reporter and may not be disclosed to anyone  
25 except as permitted under this Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,  
27 mutually agreed upon by any of the parties engaged in settlement discussions.  
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1           7.3    Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in  
3 writing by the Designating Party, a Receiving Party may disclose any information  
4 or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
5 only to:

6           (a) the Receiving Party’s Outside Counsel of Record in this action, as well as  
7 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
8 disclose the information for this litigation;

9           (b) Experts of the Receiving Party (1) to whom disclosure is reasonably  
10 necessary for this litigation, (2) who have signed the “Acknowledgment and  
11 Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth  
12 in paragraph 7.4(a), below, have been followed;

13           (c) the court and its personnel;

14           (d) court reporters and their staff;

15           (e) professional jury or trial consultants, and Professional Vendors to whom  
16 disclosure is reasonably necessary for this litigation and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

18           (f) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information.

20           7.4    Procedures for Approving or Objecting to Disclosure of “HIGHLY  
21 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to  
22 Experts.

23           (a) Unless otherwise ordered by the court or agreed to in writing by the  
24 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
25 Order) any information or item that has been designated “HIGHLY  
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b)  
27 first must make a written request to the Designating Party that (1) identifies the  
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1 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
2 ONLY” information that the Receiving Party seeks permission to disclose to the  
3 Expert, (2) sets forth the full name of the Expert and the city and state of his or her  
4 primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies  
5 the Expert’s current employer(s), (5) identifies each person or entity from whom the  
6 Expert has received compensation or funding for work in his or her areas of  
7 expertise or to whom the expert has provided professional services, including in  
8 connection with a litigation, at any time during the preceding five years, and (6)  
9 identifies (by name and number of the case, filing date, and location of court) any  
10 litigation in connection with which the Expert has offered expert testimony,  
11 including through a declaration, report, or testimony at a deposition or trial, during  
12 the preceding five years.

13 (b) A Party that makes a request and provides the information specified in the  
14 preceding respective paragraphs may disclose the subject Protected Material to the  
15 identified Expert unless, within 14 days of delivering the request, the Party receives  
16 a written objection from the Designating Party. Any such objection must set forth in  
17 detail the grounds on which it is based.

18 (c) A Party that receives a timely written objection must meet and confer  
19 with the Designating Party (through direct voice to voice dialogue) to try to resolve  
20 the matter by agreement within seven days of the written objection. If no agreement  
21 is reached, the Party seeking to make the disclosure to the Expert may file a motion  
22 as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
23 applicable) seeking permission from the court to do so. Any such motion must  
24 describe the circumstances with specificity, set forth in detail the reasons why  
25 disclosure to the Expert is reasonably necessary, assess the risk of harm that the  
26 disclosure would entail, and suggest any additional means that could be used to  
27 reduce that risk. In addition, any such motion must be accompanied by a competent  
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1 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,  
2 the extent and the content of the meet and confer discussions) and setting forth the  
3 reasons advanced by the Designating Party for its refusal to approve the disclosure.  
4 In any such proceeding, the Party opposing disclosure to the Expert shall bear the  
5 burden of proving that the risk of harm that the disclosure would entail (under the  
6 safeguards proposed) outweighs the Receiving Party's need to disclose the  
7 Protected Material to its Expert.

#### 8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN 9 OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action  
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
13 ONLY," that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall  
15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to  
17 issue in the other litigation that some or all of the material covered by  
18 the subpoena or order is subject to this Protective Order. Such notification shall  
19 include a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued  
21 by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with the  
23 subpoena or court order shall not produce any information designated in this action  
24 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
25 ONLY" before a determination by the court from which the subpoena or order  
26 issued, unless the Party has obtained the Designating Party's permission. The  
27 Designating Party shall bear the burden and expense of seeking protection in that  
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1 court of its confidential material and nothing in these provisions should be  
2 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
3 a lawful directive from another court.

4 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
5 IN THIS LITIGATION

6 (a) The terms of this Order are applicable to information produced by a Non-  
7 Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
8 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by  
9 Non-Parties in connection with this litigation is protected by the remedies and relief  
10 provided by this Order. Nothing in these provisions should be construed as  
11 prohibiting a Non-Party from seeking additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to  
13 produce a Non-Party's confidential information in its possession, and the Party is  
14 subject to an agreement with the Non-Party not to produce the Non-Party's  
15 confidential information, then the Party shall:

16 (1) promptly notify in writing the Requesting Party and the Non-Party  
17 that some or all of the information requested is subject to a confidentiality  
18 agreement with a Non-Party;

19 (2) promptly provide the Non-Party with a copy of the Stipulated  
20 Protective Order in this Action, the relevant discovery request(s), and a  
21 reasonably specific description of the information requested; and

22 (3) make the information requested available for inspection by the  
23 Non-Party.

24 (c) If the Non-Party fails to seek a protective order from this court within 14  
25 days of receiving the notice and accompanying information, the Receiving Party  
26 may produce the Non-Party's confidential information responsive to the discovery  
27 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
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1 not produce any information in its possession or control that is subject to the  
2 confidentiality agreement with the Non-Party before a determination by the court.  
3 Absent a court order to the contrary, the Non-Party shall bear the burden and  
4 expense of seeking protection in this court of its Protected Material.

#### 5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
7 Protected Material to any person or in any circumstance not authorized under this  
8 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
9 writing the Designating Party of the unauthorized disclosures, (b) use its best  
10 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
11 person or persons to whom unauthorized disclosures were made of all the terms of  
12 this Order, and (d) request such person or persons to execute the “Acknowledgment  
13 and Agreement to Be Bound” that is attached hereto as Exhibit A.

#### 14 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 15 PROTECTED MATERIAL

16 When a Producing Party gives notice to Receiving Parties that certain  
17 inadvertently produced material is subject to a claim of privilege or other  
18 protection, the obligations of the Receiving Parties are those set forth in Federal  
19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
20 whatever procedure may be established in an e-discovery order that provides for  
21 production without prior privilege review. Pursuant to Federal Rule of Evidence  
22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
23 of a communication or information covered by the attorney-client privilege or work  
24 product protection, the parties may incorporate their agreement in the stipulated  
25 protective order submitted to the court.

#### 26 12. MISCELLANEOUS

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1           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
2 person to seek its modification by the Court in the future.

3           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
4 Protective Order no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in  
6 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
7 any ground to use in evidence of any of the material covered by this Protective  
8 Order.

9           12.3 Filing Protected Material. Without written permission from the  
10 Designating Party or a court order secured after appropriate notice to all interested  
11 persons, a Party may not file in the public record in this action any Protected  
12 Material. A Party that seeks to file under seal any Protected Material must comply  
13 with Civil Local Rule 79-5. Protected Material may only be filed under seal  
14 pursuant to a court order authorizing the sealing of the specific Protected Material  
15 at issue. If a Party's request to file Protected Material under seal is denied  
16 by the court, then the Receiving Party may file the information in the public record  
17 unless otherwise instructed by the court.

### 18       13. FINAL DISPOSITION

19           After the final disposition of this Action, as defined in paragraph 4, within 60  
20 days of a written request by the Designating Party, each Receiving Party must  
21 return all Protected Material to the Producing Party or destroy such material. As  
22 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
23 compilations, summaries, and any other format reproducing or capturing any of the  
24 Protected Material. Whether the Protected Material is returned or destroyed, the  
25 Receiving Party must submit a written certification to the Producing Party (and, if  
26 not the same person or entity, to the Designating Party) by the 60 day deadline that  
27 (1) identifies (by category, where appropriate) all the Protected Material that was  
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1 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
2 copies, abstracts, compilations, summaries or any other format reproducing or  
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
4 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
5 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
6 and trial exhibits, expert reports, attorney work product, and consultant and expert  
7 work product, even if such materials contain Protected Material. Any such archival  
8 copies that contain or constitute Protected Material remain subject to this Protective  
9 Order as set forth in Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4 STIPULATED AS TO FORM AND CONTENT:

5 LAUSON & ASSOCIATES

6  
7 By: /s/ Robert J. Lauson

8 Robert J. Lauson, Esq.

9 Judd M. Patton, Esq.

Attorneys for BYLT, LLC

10 THE LAW OFFICES OF  
11 GUGLIOTTA & PONZINI

12 By: /s/ John C. Gugliotta

13 John C. Gugliotta, Esq.

14 Attorneys for BYLT Performance, LLC

15 THE LAW OFFICES OF  
16 NEIL BURSTEIN

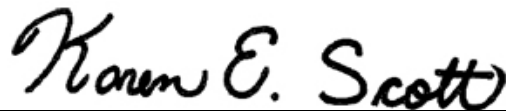
17 By: /s/ Neil Burstein

18 Neil Burstein, Esq.

Attorneys for BYLT Performance, LLC

19 IT IS SO ORDERED.

20 Dated: June 14, 2019

21 

22 HON. KAREN E. SCOTT

23 UNITED STATES MAGISTRATE JUDGE  
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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for  
the Central District of California on [date] in the matter of *BYLT, LLC v. BYLT  
Performance, LLC*, Civil Action No. 8:18-cv-02194-JVS-KES. I agree to comply with  
and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_